

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI
ABERDEEN DIVISION**

**CATERPILLAR FINANCIAL
SERVICES CORPORATION**

PLAINTIFF

VS.

CIVIL ACTION NO. 1:20-cv-006-MPM-DAS

ROY ANSON MCGEE

DEFENDANT

ORDER AND DEFAULT JUDGMENT

Caterpillar Financial Services Corporation ("Cat Financial") filed its Complaint [1] in this Court on January 9, 2020 against Roy Anson McGee ("Defendant") premising jurisdiction on diversity of citizenship. Cat Financial alleges that Defendant entered into three separate sales contracts with Cat Financial for certain equipment, and that Defendant failed to pay for the equipment under the terms of those agreements. In its Complaint [1] Cat Financial seeks the immediate return of the equipment, damages for breach of contract, the recovery of any deficiency between the resale or lease of the equipment and the principal balance owed by Defendant, and attorney's fees, costs, interest, and expenses.

Defendants failed to answer, and the Clerk of Court entered a default against them on March 4, 2020. On March 11, 2020, Cat Financial filed a Motion for Default Judgment [7], which is presently before the Court for consideration. In that Motion, Cat Financial requests that the Court enter a judgment against Defendants in the amount of \$140,605.99. That amount is based on the amount owed at the time the Complaint was filed, the per diem, and fees and expenses that have now been added. Cat Financial further requests that the Court order Defendants to return all of the equipment within seven business days. Cat Financial states that upon repossession and sale of the equipment it will credit the Defendants for the amount of the sale and update the judgment roll accordingly.

It appears that all of the procedural requirements for an entry of default judgment have been met. The Court enters this DEFAULT JUDGMENT in Caterpillar Financial Services Corporation's favor, for the amount of \$140,605.99 and ORDERS Defendants to return the subject equipment, or allow the Plaintiff to access the equipment to retake possession, within seven days of the entry of this Order and Judgment. Further, from the day of entry of this order, until such time as the equipment is returned, the Defendants' obligations shall continue to increase in the amount of \$27.42 each day. This CASE is CLOSED, but the Court retains jurisdiction for purposes of modifying and enforcing the default judgment as necessary.

It is **SO ORDERED**, on this the 12th day of March, 2020.

/s/ Michael P. Mills

**UNITED STATES DISTRICT JUDGE
NORTHERN DISTRICT OF MISSISSIPPI**